

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MED-ASIA SHIPPING LIMITED

Plaintiff,

07 CIV 6258 (LTS) (AJP)

OCEANIC BRIDGE INTERNATIONAL,
INC., d/b/a OCEANIC BRIDGE INTL, INC.
DALIAN BRANCH, a/k/a DALIAN
OCEANICBRIDGE INTERNATIONAL
FORWARDING CO., LTD.,

VERIFIED ANSWER

Defendants.
-----X

The defendant, OCEANIC BRIDGE INTERNATIONAL (hereinafter "OCEANIC"), incorrectly sued herein as OCEANIC BRIDGE INTERNATIONAL INC., d/b/a OCEANIC BRIDGE INTL, INC. DALIAN BRANCH, a/k/a DALIAN OCEANICBRIDGE INTERNATIONAL FORWARDING CO., LTD., by and through its attorneys, NICOLETTI HORNIG & SWEENEY, hereby answers the Amended Verified Complaint of plaintiff MED-ASIA SHIPPING LIMITED, upon information and belief as follows:

FIRST: The allegations of paragraph "1" of the Amended Verified Complaint set forth legal conclusions not requiring a response; to the extent construed otherwise, Defendant denies the said allegations.

SECOND: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "2" of the Amended Verified Complaint.

THIRD: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "3" of the Amended Verified Complaint.

FOURTH: Admits that Defendant Oceanic Bridge International Inc. was and still is a domestic corporation organized and existing under and by virtue of the laws of California

with an office and principal place of business at 18725 East Gale Avenue, suite # 233, City of Industry, California 91748.

Except as so expressly admitted, denies the allegations set forth in paragraph "4" of the Amended Verified Complaint.

FIFTH: Admitted.

SIXTH: Admitted.

SEVENTH: Admits that Dalian Oceanic Bridge International Forwarding Co. Ltd., a separate and distinct corporate entity, was and still is a business corporation organized and existing under and by virtue of the laws of the People's Republic of China, with an office at Room 1802, Gold Name Commercial Tower, Renmin Road, Zhongshan District, Dalian City.

Except as so expressly admitted, denies the allegations set forth in paragraph "7" of the Amended Verified Complaint.

EIGHTH: Denies the allegations contained in paragraph "8" of the Verified Complaint.

NINTH: Denies the allegations contained in paragraph "9" of the Verified Complaint.

TENTH: Denies the allegations contained in paragraph "10" of the Verified Complaint.

ELEVENTH: Denies the allegations contained in paragraph "11" of the Verified Complaint.

TWELFTH: Denies the allegations contained in paragraph "12" of the Verified Complaint.

THIRTEENTH: Denies the allegations contained in paragraph "13" of the Verified Complaint.

FOURTEENTH: Denies the allegations contained in paragraph "14" of the Verified Complaint.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION
AGAINST DEFENDANT OCEANIC BRIDGE INTERNATIONAL, INC.**

FIFTEENTH: Defendant OCEANIC repeats, reiterates, and reasserts each and every response contained in paragraphs numbered "1" through "14" with the same force and effect as if full set forth herein at length.

SIXTEENTH: Denies the allegations contained in paragraph "16" of the Verified Complaint.

SEVENTEENTH: Denies the allegations contained in paragraph "17" of the Verified Complaint.

EIGHTEENTH: Denies the allegations contained in paragraph "18" of the Verified Complaint.

NINETEENTH: Denies the allegations contained in paragraph "19" of the Verified Complaint.

TWENTIETH: Denies the allegations contained in paragraph "20" of the Verified Complaint.

TWENTY-FIRST: Denies the allegations contained in paragraph "21" of the Verified Complaint.

TWENTY-SECOND: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "22" of the Amended Verified Complaint.

TWENTY-THIRD: Denies that the Plaintiff's claim has not been secured and denies having knowledge or information sufficient to form a belief as to all other allegations set forth in paragraph "23" of the Amended Verified Complaint.

TWENTY-FOURTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "24" of the Amended Verified Complaint.

**AS AND FOR PLAINTIFF'S SECOND CAUSE OF
ACTION AGAINST DEFENDANT OCEANIC BRIDGE DALIAN**

TWENTY-FIFTH: Defendant OCEANIC repeats, reiterates, and reasserts each and every response contained in paragraphs numbered "1" through "14" with the same force and effect as if full set forth herein at length.

TWENTY-SIXTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "26" of the Amended Verified Complaint.

TWENTY-SEVENTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "27" of the Amended Verified Complaint.

TWENTY-EIGHTH: Denies the allegations contained in paragraph "28" of the Verified Complaint.

TWENTY-NINTH: Denies the allegations contained in paragraph "29" of the Verified Complaint.

THIRTIETH: Denies the allegations contained in paragraph "30" of the Verified Complaint.

THIRTY-FIRST: Denies the allegations contained in paragraph "31" of the Verified Complaint.

THIRTY-SECOND: Denies the allegations contained in paragraph "32" of the Verified Complaint.

THIRTY-THIRD: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "33" of the Amended Verified Complaint.

THIRTY-FOURTH: Denies that Plaintiff's claim has not been secured and denies having knowledge or information sufficient to form a belief as to all other allegations set forth in paragraph "34" of the Amended Verified Complaint.

THIRTY-FIFTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "35" of the Amended Verified Complaint.

**AS AND FOR PLAINTIFF'S THIRD CAUSE OF ACTION
AGAINST DEFENDANT OCEANIC BRIDGE DALIAN**

THIRTY-SIXTH: Defendant OCEANIC repeats, reiterates, and reasserts each and every response contained in paragraphs numbered "1" through "35" with the same force and effect as if full set forth herein at length.

THIRTY-SEVENTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "37" of the Amended Verified Complaint.

THIRTY-EIGHTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "38" of the Amended Verified Complaint.

THIRTY-NINTH: Denies the allegations contained in paragraph "39" of the Verified Complaint.

FORTIETH: Denies the allegations contained in paragraph "40" of the Verified Complaint.

FORTY-FIRST: Denies the allegations contained in paragraph "41" of the Verified Complaint.

FORTY-SECOND: Denies the allegations contained in paragraph "42" of the Verified Complaint.

FORTY-THIRD: Denies the allegations contained in paragraph "43" of the Verified Complaint.

FORTY-FOURTH: Denies the allegations contained in paragraph "44" of the Verified Complaint.

FORTY-FIFTH: Denies the allegations contained in paragraph "45" of the Verified Complaint.

FORTY-SIXTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "46" of the Amended Verified Complaint.

FORTY-SEVENTH: Denies that the Plaintiff's claim has not been secured and denies having knowledge or information sufficient to form a belief as to all other allegations set forth in paragraph "47" of the Amended Verified Complaint.

FORTY-EIGHTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "48" of the Amended Verified Complaint.

**AS AND FOR PLAINTIFF'S FOURTH CAUSE OF ACTION
AGAINST DEFENDANT OCEANIC BRIDGE INTERNATIONAL, INC.**

FORTY-NINTH: Defendant OCEANIC repeats, reiterates, and reasserts each and every response contained in paragraphs numbered "1" through "48" with the same force and effect as if full set forth herein at length.

FIFTIETH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "50" of the Amended Verified Complaint.

FIFTY-FIRST: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "51" of the Amended Verified Complaint.

FIFTY-SECOND: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "52" of the Amended Verified Complaint.

FIFTY-THIRD: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "53" of the Amended Verified Complaint.

FIFTY-FOURTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "54" of the Amended Verified Complaint.

FIFTY-FIFTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "55" of the Amended Verified Complaint.

FIFTY-SIXTH: Denies knowledge and information sufficient to form a belief as to the allegations contained in paragraph "56" of the Amended Verified Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

FIFTH-SEVENTH: The Amended Verified Complaint fails to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

FIFTH-EIGHTH: There is no privity of contract between plaintiff and defendant.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

FIFTH-NINTH: The Court lacks jurisdiction over the person of the defendant.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

SIXTIETH: This Court is an improper venue for this action.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

SIXTY-FIRST: The Amended Verified Complaint should be dismissed on the grounds on *forum non conveniens*.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

SIXTY-SECOND: Under the terms and conditions of the Fixture Notes and/or charterparties, the defendant is not liable to the plaintiff.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

SIXTY-THIRD: Plaintiff has failed to mitigate its damages.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

SIXTY-FOURTH: Plaintiff's claims are barred in whole or in part by the doctrines of waiver, laches and/or estoppel.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

SIXTY-FIFTH: Defendant reserves the right to amend and/or add defenses that become known to it through discovery.

Dated: New York, New York
November 6, 2007

Respectively submitted,

NICOLETTI HORNIG & SWEENEY
Attorneys for Defendant
OCEANIC BRIDGE INTERNATIONAL INC.

By: 

James F. Sweeney (JFS-7745)
Wall Street Plaza
88 Pine Street, 7th Floor
New York, New York 10005-1801
Telephone No.: (212) 220-3830
Facsimile No.: (212) 220-3784
E-mail: jsweeney@nicolettihornig.com
(FILE NO.: 99000003 JFS)

TO:

Richard A. Zimmerman, Esq.
Attorneys for Plaintiff
Suite 2202
233 Broadway
New York, New York 10279

Attention: Patrick C. Crilley, Esq.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

SALMA ABDALLAH, being duly sworn, deposes and says:

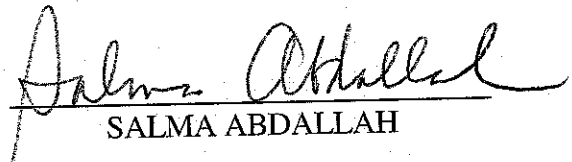
1. I am employed by the firm of NICOLETTI HORNIG & SWEENEY, attorneys for Defendant OCEANIC BRIDGE INTERNATIONAL INC. I am not a party to this action, am over 18 years of age, and reside in Brooklyn, New York.

2. On November 6, 2007, I served the annexed **VERIFIED ANSWER** upon the following:

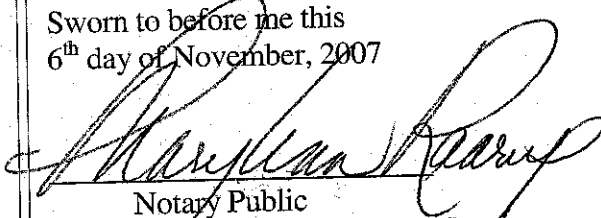
Richard A. Zimmerman, Esq.
Attorneys for Plaintiff
Suite 2202
233 Broadway
New York, New York 10279

Attention: Patrick C. Crilley, Esq.

at the address(es) designated by said attorney(s) for that purpose, by depositing true copy(ies) of same enclosed in postpaid, properly addressed wrapper(s) in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.


SALMA ABDALLAH

Sworn to before me this
6th day of November, 2007


Notary Public

MARY ANN RAARUP
Notary Public, State of New York
No. 01RA4874099
Qualified in Suffolk County
Certificate filed in New York County
Commission Expires Oct. 20, 2010